CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: September 13, 2011

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer, X4423

DISTRICT(S) AFFECTED: Dist. 1

SUBJECT:

That the City Manager be authorized to sign the following two licenses from the El Paso County Water Improvement District Number1, to the City of El Paso:

- 1. License L-1202: A six foot by six foot concrete box culvert and headwall structure with concrete roadway surface crossing at La Union East Lateral Canal Station 471+48 for a 50 year term at a total cost to the City of \$26,500.00. (to be paid by the developer)
- 2. License L-1203: A six foot by six foot concrete box culvert and headwall structure with concrete roadway surface crossing at La Union East Lateral Canal Station 459+92 for a 50 year term at a total cost to the City of \$23,500.00. (to be paid by the developer)

BACKGROUND / DISCUSSION:

The license agreements are being presented for approval in order to provide access to the Artcraft Estates 2 Subdivision. They are being processed in conjunction with a Developer's Agreement that is being considered as a separate item. The license agreements will allow the developer to construct on behalf of the City the crossings across La Union East Lateral in order to allow public access via culverts and roadway improvements. The Developer will pay for the license fees as part of the Developer's Agreement. The effective period for these licenses is 50 years.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

DOADD / COMMISSION A CTION.

\$50,000.00 - To be paid by the developer, RANCHOS REAL VIII, LTD.

N/A	ND/ COMMISSION ACTION:

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the following two Licenses from the El Paso County Water Improvement District Number 1, to the City of El Paso:

- 1. License L-1202: A six foot by six foot concrete box culvert and headwall structure with concrete roadway surface crossing at La Union East Lateral Canal Station 471+48 for a 50 year term at a total cost to the City of \$26,500.00.
- 2. License L-1203: A six foot by six foot concrete box culvert and headwall structure with concrete roadway surface crossing at La Union East Lateral Canal Station 459+92 for a 50 year term at a total cost to the City of \$23,500.00.

ADOPTED THIS DAY O	OF2011.
	CITY OF EL PASO:
	John F. Cook, Mayor
ATTEST:	
Richarda Duffy Momsen, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT
Cimbria Sta	J. H
Cynthia Osborn	R. Alan Shubert, P.E.
Assistant City Attorney	City Engineer

LICENSE FOR PUBLIC-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 1 - 6' X 6' Concrete Box Culvert and Headwall Structure Crossing La Union East Lateral Canal at Station 471+48

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas ("District"), and The City of El Paso ("Licensee"), a home-rule municipal corporation.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee's use to construct, operate, install, maintain, inspect, repair, replace, or remove a 1 - 6' X 6' Concrete Box Culvert and Headwall Structure at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 5,300 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated in ein by this reference. The purpose of the Easement is limited to the construction of, and use as, a public road on the surface only and shall not extend to the use by any utility except as may be required by law. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for fifty (50) years commencing on August 10, 2011, (the Commencement Date) and expiring at midnight August 9, 2061, (the Expiration Date).

3.0 CONSIDERATION

This License is granted for good and valuable consideration including Licensee's payment to District of the sum of \$26,500.00 upon execution of this License.

4.0 LICENSE RENEWAL

Licensee may request that the District renew this License for a fifty (50) year term so long as Licensee has not breached the terms and conditions of this License during the initial term. Licensee shall make such request by written notice to the District at least sixty (60) days prior to the Expiration Date. Prior to the effective date of any renewal of this License, Licensee shall pay to the District a fee to be negotiated by the District and Licensee. THE DISTRICT RETAINS THE RIGHT TO DENY ANY REQUEST TO RENEW THIS LICENSE FOR ANY REASON. Nothing in this License shall prevent Licensee from exercising its eminent domain powers.

5.0 RIGHT OF INGRESS AND EGRESS

The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Maintenance Supervisor forty-eight (48) hours prior to any construction by Licensee, its agent(s) or contractor(s) on the Easement. To the extent any construction on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3) hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement.

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

- 11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License (a) does not grant any rights to water; and (b) does not allow Licensee to restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.
- 11.2 Licensee shall never dedicate, grant, or convey any right to this Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to this Easement by the Licensee, including but not limited to, dedication,

grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

- 12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.
- 12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum amount of coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.
- 12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees,

engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District or Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this license or law or equity,

including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF EASEMENT BY DISTRICT

District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy the use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

City Manager

The City of El Paso 2 Civic Center Plaza, 4th Floor of City Hall El Paso, Texas 79901 Phone (915) 541-4200 Fax (915) 541-4441

If to District, to:

General Manager

El Paso County Water Improvement District No. 1

P.O. Box 749

Clint, Texas 79836-0749

Phone (915) 872-4000

Fax (915) 851-0816

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the License on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted, in part, based in the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges included, but are not limited to, non-agricultural storm water, runoff from non agricultural land, groundwater, effluent, sewage, or chemicals of any kind, with the single exception that if the location of the easement in consideration under this License is within the City of El Paso's Extra Territorial Jurisdiction, and the Licensee plans on discharging storm water runoff, the Licensee must obtain written permission from the City of El Paso for the term of this License to discharge storm water and the Licensee must provide a copy of such permission to the District. All types of discharge other than storm water permitted and approved by the City of El Paso are prohibited and any other discharge by the Licensee shall be reasons for immediate termination, without notice, of this License by the District.

29.0 ADEQUACY OF FACILITIES

By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding water may flow from the District facilities and flood the easement under considered under this license, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the easement considered under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

	1
IOHANY	STIBRS

President, Board of Directors

Licensee: The City of El Paso

Joyce Wilson, City Manager

APPROVED AS TO FORM:

Cynthia S. Osborn

City Attorney

APPROVED AS TO CONTENT:

M R. Alan Shubert, P.E.

City Engineer

Being a portion of La Union East Lateral, Block 10, Upper Valley Surveys City of El Paso, El Paso County, Texas April 16, 2010

EASEMENT DESCRIPTION

Description of a portion of La Union East Lateral, out of Block 10 of the Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a set ½" rebar with cap marked TX 5152 for the northeasterly corner of said proposed crossing easement said point being on the common boundary line of tract 1F, Block 10, Upper Valley Surveys from which National Geodetic Survey Control Monument "Chino" bears North 41°12'04" East a distance of 20,369.19 feet, said point has a coordinate value of North 10,717,710.86, East 358,754.95 in the central zone of the Texas Coordinate System NAD 1983 Datum.

Thence along said common boundary line South 01°29'24" East (S01°45'00"E Vol. 4789, Pg. 1179) and passing the common boundary line of tracts 1F and 1J at a distance of 43.05 feet a total distance of 106.00 feet to a found 1/2" rebar with cap on the westerly line of Tract 1J, Block 10, Upper Valley Surveys;

Thence leaving said boundary line South 88°30'36" West a distance of 50.00 feet to a found 1/2" rebar with cap marked TX 5152 on the easterly boundary line of a 50' La Union East Lateral;

Thence along said boundary line North 01°29'24" West a distance of 106.00 feet to a found 1/2" rebar with cap marked TX 5152;

Thence leaving said boundary line North 88°30'36" East a distance of 50.00 feet to the "TRUE POINT OF BEGINNING" and containing in all 5300 square feet or 0.1217 Acres of land more or less.

A Plat of even date accompanies this description.

Ron R. Conde

R.P.L.S. No. 5152

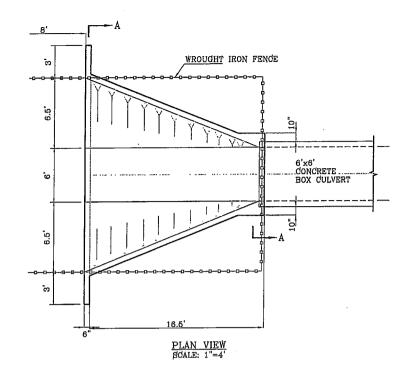


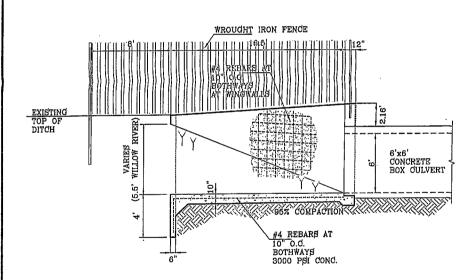
job#504-49 LGL04\50449.LGL



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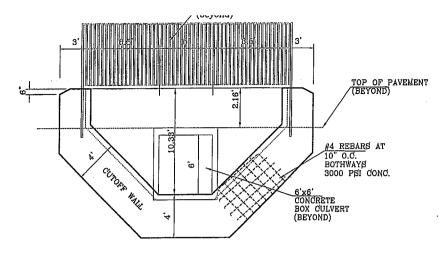
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283





LONGITUDINAL SECTION

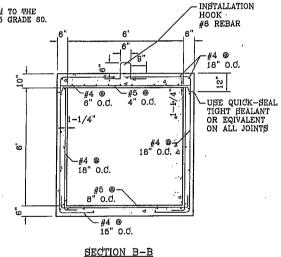
- DESIGN AND CONSTRUCT REINFORCED CONCRETE TO MEET STRESS REQUIREMENTS. MINIMUM 3,00 PSI AT 28 DAYS.
- BOTTOM WIDTH "W" TO MATCH DESIGN WIDTH OF WATERWAY, OR WIDER.
- HEADWALLS AND dUTOFF WALLS TO BE NORMAL TO DENTERLINE OF WATERWAYS.
- ELEVATION OF TOP OF HEADWALL AND WINDWALLS TO PROVIDE 12" FREE BOARD ABOVE HIGHWATER.
- ELEVATION "B" TO MATCH DESIGN BOTTOM GRADE.
- ELEVATION "D" TO PROVIDE MINIMUM OF 6" BETWEEN HIGHWATER AND ROOF OF BOX.
- PLACE ENTIRE BOX ON UNDISTURBED NATURAL SOIL OR COMPACTED BACKFILL.



SECTION A-A SCALE: 1"=4'

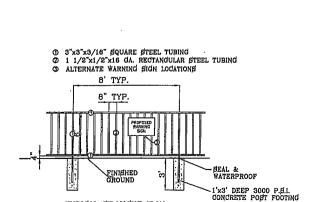
donstruction notes:

- ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI. UNLESS OTHERWISE NOTED.
 MINIMUM COVER FOR REINFORCING STEEL
- SHALL BE 2" UNLESS OTHERWISE NOTED.
- 3. 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM D1557. 4. REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60.

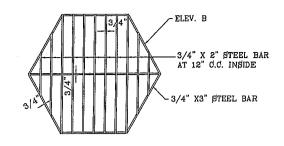


SCALE: 1"=2"

5. 95% COMPACTION REQUIRED ON FILLS.

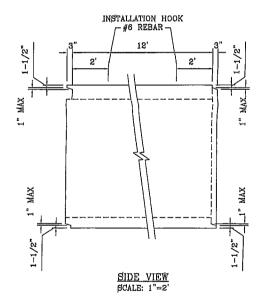


TYPICAL WROUGHT IRON FENCE



SAFETY RACK SCALE: 1"=2"

- BAFETY RACKB BHALL BE INSTALLED ON BIPHONB AND CULVERTS WHERE REQUIRED.
- INSTALLATION SHALL PROVIDE 3:1 OR FLATTER SLOPE OF RACK.
- 3. RACK SHALL BE CALVANIZED.



3¢, IK, KAB. ESTATES

IF. 3B. 3BIA, AND :
CTS 11, 1J1, AND IK
VALLEY SURVEYS,
PAGO GOUNTY, TEXA
61.46 ACRES CTS 1F, 3B, 3 TRACTS 11, 1 PER VALLEY S EL PASO COU ARTCRAFT



INC.
NG / PLANNING
TING / GPS
ING DR. STE.
TEXAS 78936 CONDE



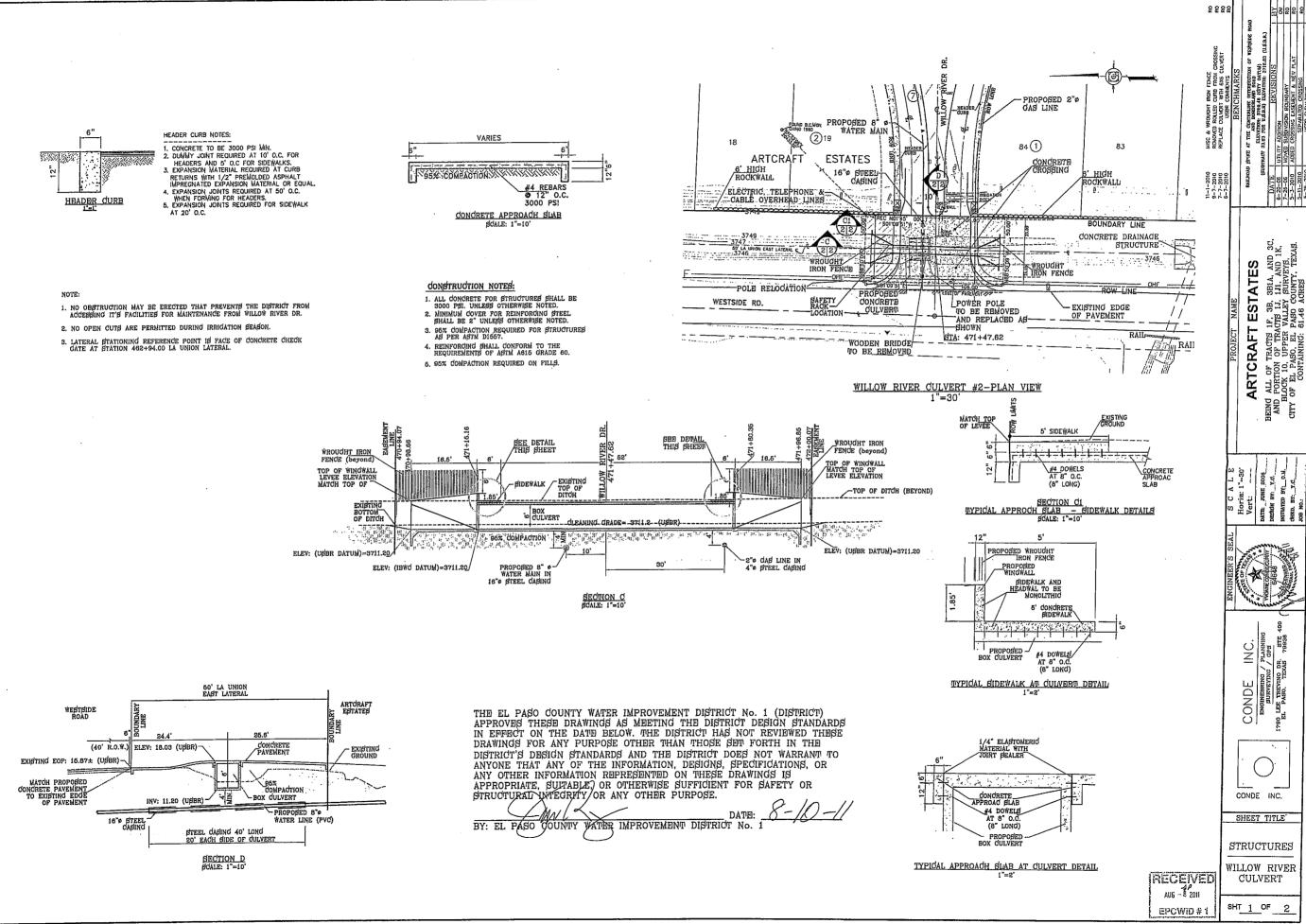
SHEET TITLE WILLOW CULVERT STRUCTURE DETAILS

SHT 2 OF

RECEIVED AUG -8 2011 EPCWID#1

EXHIBIT B

1202



LICENSE FOR PUBLIC-USE OF DISTRICT REAL PROPERTY The City of El Paso - 1 - 6' X 6' Concrete Box Culvert and Headwall Structure Crossing La Union East Lateral Canal at Station 459+92

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas ("District"), and The City of El Paso ("Licensee"), a home-rule municipal corporation.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee's use to construct, operate, install, maintain, inspect, repair, replace, or remove a 1 - 6' X 6' Concrete Box Culvert and Headwall Structure at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 4,700 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the construction of, and use as, a public road on the surface only and shall not extend to the use by any utility except as may be required by law. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for fifty (50) years commencing on August 10, 2011, (the Commencement Date) and expiring at midnight August 9, 2061, (the Expiration Date).

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This License is granted for good and valuable consideration including Licensee's payment to District of the sum of \$23,500.00 upon execution of this License.

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The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Maintenance Supervisor forty-eight (48) hours prior to any construction by Licensee, its agent(s) or contractor(s) on the Easement. To the extent any construction on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3) hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement.

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

- 11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License (a) does not grant any rights to water; and (b) does not allow Licensee to restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.
- 11.2 Licensee shall never dedicate, grant, or convey any right to this Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to this Easement by the Licensee, including but not limited to, dedication,

grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

- 12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.
- 12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled. materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum amount of coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.
- 12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees,

engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District or Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this license or law or equity,

including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF EASEMENT BY DISTRICT

District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy the use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

City Manager

The City of El Paso 2 Civic Center Plaza, 4th Floor of City Hall El Paso, Texas 79901 Phone (915) 541-4200 Fax (915) 541-4441

If to District, to:

General Manager

El Paso County Water Improvement District No. 1

P.O. Box 749

Clint, Texas 79836-0749

Phone (915) 872-4000

Fax (915) 851-0816

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the License on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be

construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted, in part, based in the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges included, but are not limited to, non-agricultural storm water, runoff from non agricultural land, groundwater, effluent, sewage, or chemicals of any kind, with the single exception that if the location of the easement in consideration under this License is within the City of El Paso's Extra Territorial Jurisdiction, and the Licensee plans on discharging storm water runoff, the Licensee must obtain written permission from the City of El Paso for the term of this License to discharge storm water and the Licensee must provide a copy of such permission to the District. All types of discharge other than storm water permitted and approved by the City of El Paso are prohibited and any other discharge by the Licensee shall be reasons for immediate termination, without notice, of this License by the District.

29.0 ADEQUACY OF FACILITIES

By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding water may flow from the District facilities and flood the easement under considered under this license, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the easement considered under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

Cynthia S. Osborn

City Attorney

By: JOHNNY STUBBS President, Board of Directors Licensee: The City of El Paso	Date: 8/10/11
Joyce Wilson, City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:

City Engineer

Being a portion of La Union East Lateral, Block 10, Upper Valley Surveys City of El Paso, El Paso County, Texas April 16, 2010

EASEMENT DESCRIPTION

Description of a portion of La Union East Lateral, Block 10 of the Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a set ½" rebar with cap marked TX 5152 on the common boundary line of tract 3B, block 10, Upper Valley Surveys with the easterly boundary line of a 50' La Union East Lateral, from which National Geodetic Survey Control Monument "Chino" bears North 43°29'16" East a distance of 19,539.63 feet, said point has a coordinate value of North 10,717,710.86, East 358,754.95 in the central zone of the Texas Coordinate System NAD 1983 Datum.

Thence along said common boundary line South 01°29'24" East (S01°45'00"E Vol. 4785, Pg. 1729) a distance of 94.00 feet to a found 1/2" rebar with cap on the westerly line of Tract 3B;

Thence leaving said boundary line South 88°30'36" West a distance of 50.00 feet to a found ½" rebar with cap marked TX 5152 on the easterly boundary line of a 50' La Union East Lateral;

Thence along said boundary line North 01°29'24" West a distance of 94.00 feet to a found 1/2" rebar with cap;

Thence leaving said boundary line North 88°30'36" East a distance of 50.00 feet to the "POINT OF BEGINNING" and containing in all 4700 square feet or 0.1079 Acres of land more or less.

A PLAT OF EVEN DATE ACCOMMPANIES THIS DESCRIPTION.

R.P.L.S. No. 5152



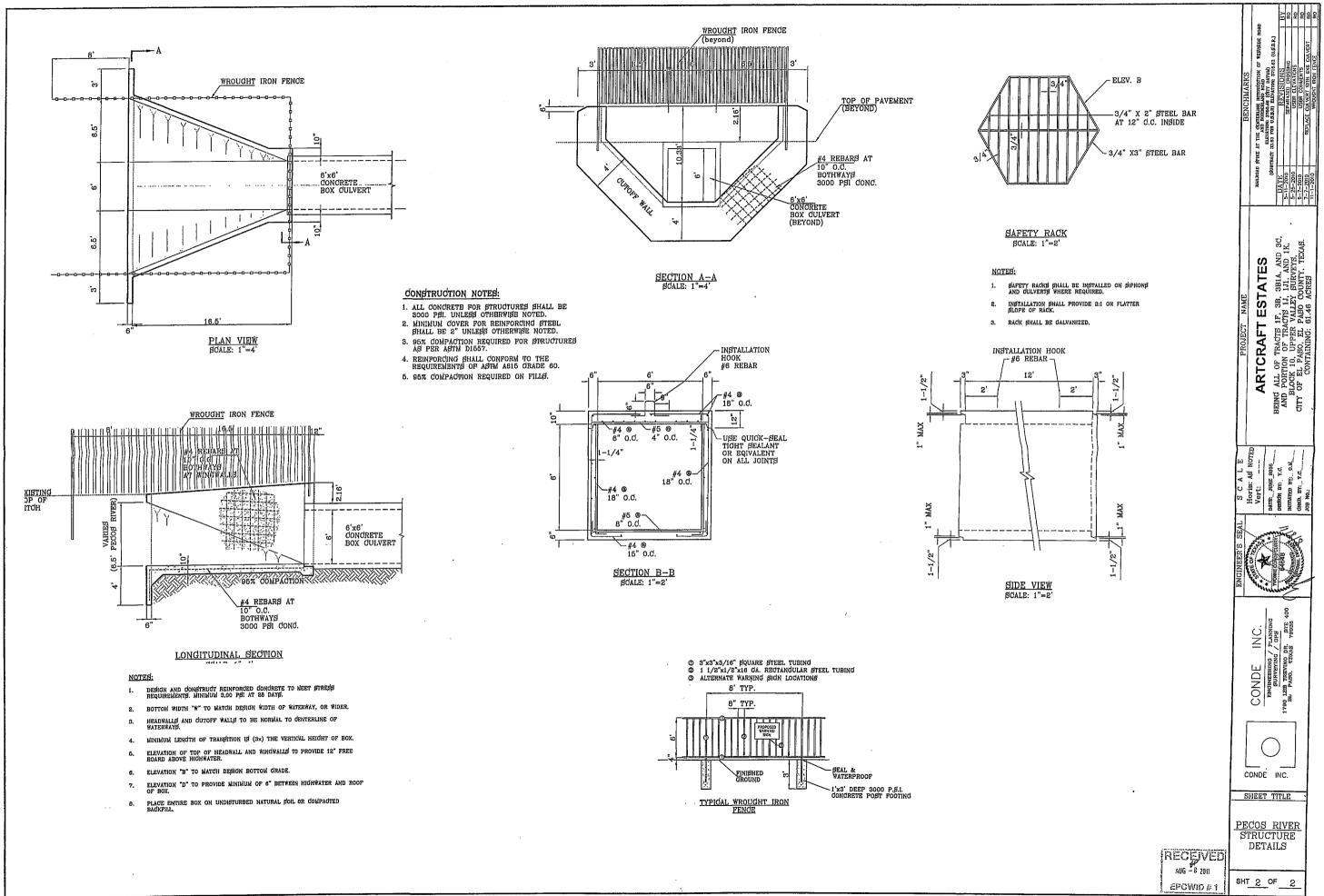
LGL-04\50449.LGL MAY 1 2 2010

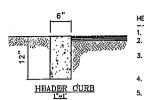
job# 50449-1

CONDE, INC.

EPCWID # 1 ENGINEERING / LAND SURVEYING / PLANNING 1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

EXHIBIT A





HEADER CURB NOTES:

- 1. CONCRETE TO BE 3000 PSI MIN.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALKS, EXPANSION MATERIAL REQUIRED AT CURB RETURNS WITH 1/2" PREMOLED ASPHAIT IMPRECNATED EXPANSION MATERIAL OR EQUAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. EXPANSION JOINTS REQUIRED FOR SIDEWALK AT 20' O.C.

50' LA UNION EAST LATERAL

24 o STEEL

INV: 11.80(UBBR)-

18"ø STEEL CASING

23.2'

PROPOSED 8" ø WATER LINE (PVC)

PROPOSED 12" ø SEWER LINE (PVO)

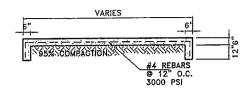
Westside Road

(40' R.O.W.)

MATCH PROPOSED CONCRETE PAVEMENT TO EXISTING EDGE OF PAVEMENT

EXISTING EOP: 15.07± (USBR)

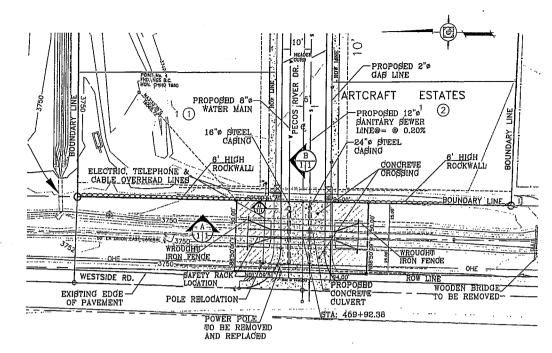
- NO OBSTRUCTION MAY BE ERECTED THAT PREVENTS THE DISTRICT FROM ACCESSING IT'S FACILITIES FOR MAINTENANCE FROM WILLOW RIVER DR.
- 2. NO OPEN CUTS ARE PERMITTED DURING IRRIGATION SEASON.
- 3. LATERAL STATIONING REFERENCE POINT IS FACE OF CONCRETE CHECK GATE AT STATION 482+94.00 LA UNION LATERAL.

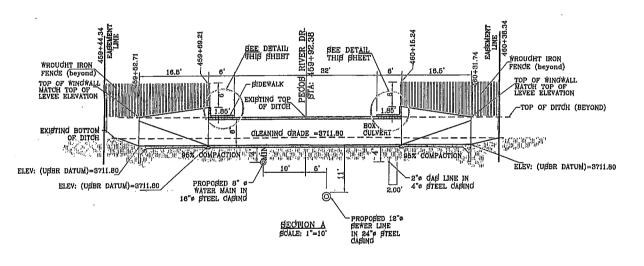


CONCRETE APPROACH SLAB SCALE: 1"=10"

CONSTRUCTION NOTES:

- 1. ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI. UNLESS OTHERWISE NOTED.
- 2. MINIMUM COVER FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE NOTED.
- 3. 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM DIS57.
- 4. REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60.
- 5. 95% COMPACTION REQUIRED ON FILLS.





THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE

DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO

DATE:

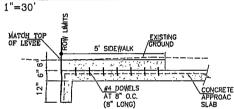
ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS

APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRATY OF ANY OTHER PURPOSE.

BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE

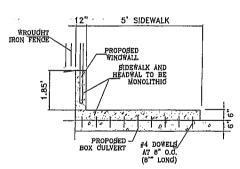
PECOS RIVER CULVERT #1-PLAN VIEW



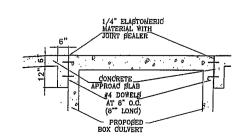
SECTION A1

TYPICAL APPROCH SLAB — SIDEWALK DETAILS

SCALE: 1"=10'



TYPICAL SIDEWALK AT CULVERT DETAIL:
1"=2"



TYPICAL APPROACH SLAB AT CULVERT DETAIL

RECEIVED AUG -8 2011

EXHIBIT B

NC. CONDE CONDE INC. SHEET TITLE STRUCTURES PECOS RIVER

9-7-2010

ARTCRAFT ESTATES
BEING ALL OF TRACTS IF, 3B, 3BIA, AND 3C
AND PORTION OF TRACTS II, 1J, 1J, AND 1K,
BLOCK IO, UPPER VALLEY SURVEYS
CITY OF EL PASO, EL PASO GOUNTY, TEXAS.
CONTAINING: 61.46 AGRES

SHT 1 OF 2

1203

CULVERT